

And whereupon the said Samuell Heron by Christopher Rousby his Attorney saith, that whereas the said Michael Rochford the twenty second day of Septemb<sup>r</sup> Anno Domini one thousand six hundred seventy seven, by his certaine writeing obligatory Sealed with the Seale of him the said Michael here in Court produced, whose date is the same day & yeare above mencōned, did acknowledge himselfe to be holden & firmly bound unto Samuel Heron of the Citty of London Merchant in the Sumē of One hundred pounds of good & lawfull money of England, to be paid unto the said Samuell Heron or to his certaine Attorney his Ex<sup>rs</sup> or Adm<sup>rs</sup> To which paym<sup>t</sup> well & truely to be made, he the said Michael Rochford did binde himselfe his heyres Ex<sup>rs</sup> & Adm<sup>rs</sup> firmly by those p<sup>r</sup>sents. Neverthesse the said Michael Rochford in his life tyme, or the said Margaret Ex<sup>x</sup> of the last Will & testam<sup>t</sup> of the said Michael since his death & while she was sole, or the said W<sup>m</sup> Cole and Margaret his wife since their intermarriage, the said Sumē of One hundred pounds of good & lawfull money of England unto him the said Samuell Heron although often thereunto required have not paid nor any of them hath paid, but the same to pay haue refused And the said W<sup>m</sup> & Margaret still doe refuse, whereupon the said Samuell saith he is the worse & hath da<sup>m</sup>age to the Value of One hundred & fifty pounds of lawfull money of England and thereupon he brings his suite

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And the said W<sup>m</sup> Cole & Margaret his wife by Robert Carville their Attorney come & defend the force and injury when &c and pray hearing of the said writing obligatory & itt is read unto them, they also pray hearing of the Condition of the said writing obligatory & itt is read unto them in these words Viz<sup>t</sup> The Condition of this Obligation is such, that if the above bound Michael Rochford his heyres Ex<sup>rs</sup> or Adm<sup>rs</sup> shall well & truly observe performe & keep the severall clauses Articles & Agreements made from him to the said Samuel Heron in a writing bearing date with these p<sup>r</sup>sents Then this Obligation to be void, otherwise to stand in full force & Vertue. which being read & heard, the said W<sup>m</sup> and Margaret by their Attorney aforesaid pray liberty to imparle hereunto untill next Provintiall Court, & itt is granted unto them, the same day is given to the p<sup>n</sup> also.

Att which said next Provintiall Court came the said parties by their Attorneys aforesaid And the said W<sup>m</sup> & Margaret by their said Attorney say, that the said Samuell his action aforesaid against them ought not to haue for that They say, the said Samuell Heron is a fforeigner liveing in the Citty of London, And that the debt supposed to be due to the said Samuell upon the Articles of Agreement in the Declaration mencōned was contracted in the Citty of London, And that the said Michael Rochford dyed indebted to severall persons within this Province by bonds bills & accounts severall consid-

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